Annexure-2 to Addendum-1

DRAFT CONCESSIONAIRE AGREEMENT (DCA)

AGREEMENT

between

Deputy General Manager -1, Bengaluru Solid Waste Management Limited
Acting through
Its authorized Officer on this behalf

and

_____

(Service Provider)

for

Primary Collection & Secondary Transportation of Municipal Solid Waste (MSW) and Street sweeping Waste in

_____ Division

(Package – P-__)

This Agreement made on this __day of ___2025 between Deputy General Manager -1, Bengaluru Solid Waste Management Limited having its office at 1st Floor**, BSWML** Building, Thimmaiah Road, Millers Tank Bund Area, Vasanthnagar Bengaluru – 560 052 (hereinafter referred to as "BSWML" which expression shall unless excluded by or repugnant to the context, be deemed to include its administrators, successors and assigns); OF THE ONE PART,

AND

[*Insert name and address of the Successful Bidder*[1]], (hereinafter referred to as "**the Service Provider**" having its [registered] office at _____through its authorized representative Shri _____ s/d/ of _____ aged about _____ years, which expression Shall unless excluded by or repugnant to the context, be deemed to include its successors and permitted assigns), OF THE OTHER PART

WHEREAS:

1. BSWML is obligated to carry out the activities of collection, transportation, processing and scientific disposal of municipal solid waste (MSW) in accordance with the Applicable Laws.

2. With an objective to entrust the services set out in Clause 4.2 hereof (hereinafter referred to as **"the Assignment**") for Package No. _____at ___ [*Insert package number and Division name*], BSWML invited competitive proposals vide Request for Proposal No. DGM-1/BSWML/TEND/02/2025-26 dated 28-05-2025 published in leading newspapers.

3. In response thereof, several proposals were received by BSWML and were evaluated by the Technical/Financial Scrutiny Committee set up for this purpose. After evaluation, the proposal submitted by the Service Provider was accepted and a Letter of Award / Work Order bearing No. ___dated___was issued by BSWML to the Service Provider.

4. In pursuance to the above, BSWML hereby grants and authorizes the Service Provider to provide the services in accordance with the terms, conditions and covenants set forth in this Agreement & RFP.

NOW THEREFORE in consideration of the mutual covenants of the Parties, the sufficiency whereof is hereby acknowledged and other good and valuable consideration, the Parties agree as follows:

[1] Name and registered office of the Successful Bidder

1. Definitions and Interpretation

1.1 Definitions

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively ascribed to them hereunder:

"Agreement" means this Agreement and includes amendments hereto made in accordance with the provisions hereof.

"Agreement Date" means the date of this agreement.

"Applicable Law" means all laws including Greater Bengaluru Authority Act 2025, Bruhat Bengaluru Mahanagara Palike Act 2020, Karnataka Municipal Corporations Act 1976, Solid Waste Management Rules, 2016, Minimum Wages Act 1948, Workmen's Compensation Act 1923, Contract Labour (Regulation & Abolition) Act, 1970, Child Labour (Prohibition and Regulation) Act, 1986 and such other laws, in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India including judgments, decrees, injunctions, writs or orders of any court of record, as may be in force and effect during the subsistence of this Agreement and applicable to the Assignment/ Service Provider.

"Applicable Permits" means all clearances, permits, authorizations, consents and approvals required obtained or maintained by the Service Provider under Applicable Law in connection with the Assignment during the subsistence of this Agreement.

"Assignment" means the services provided by the Service Provider for the collection and transportation of MSW, street sweeping waste and its disposal in accordance with the scope of services set out in RFP and in accordance with Performance Standards set out in Schedule 6.

"BSWML Assets" means the items set out in Schedule1C which BSWML may in its discretion make available (if found necessary), to the Service Provider for the Project on as-is-where-is basis.

"Garbage Vulnerable Points or Garbage Spots" means any open public space (such as footpath, street corners, vacant sites etc.) where garbage has been dumped or is ordinarily dumped on ground or is prone to garbage being dumped.

"Bulk Generators" shall mean those all those waste generators generating waste of more than 100 kg of MSW per day. These would include apartments having more than *100 units, hospitals, educational institutes, hotels, restaurants, commercial establishments etc. as notified.*

"Commencement of Service Date" or "COD" means the date on which the Letter of Commencement is issued by BSWML to the Service Provider.

"Compensatory Payment" means the additional amounts payable to the Service Provider by BSWML and calculated in the manner set out in RFP.

"Contract Value" means the monthly Service Fee payable by BSWML to the Service Provider during the Agreement Period.

"Designated Locations" means the locations indicated in Schedule 2 where the MSW collected by the Service Provider is disposed.

"Dry Waste Collection Centre (DWCC)" shall mean the notified facility provided and/or maintained by BSWML for collection of Dry Waste.

"Equipment" means the equipment deployed by the Service Provider as per the specifications set out in Schedule 3C.

"Force Majeure" or **"Force Majeure Event"** means an act, event, condition or occurrence as specified in Article 9.

"Implementation Plan" means the plan to be submitted by the Service Provider in accordance with Clause 4.2 for carrying out its services.

"Letter of Commencement" means the letter issued by BSWML as set out in Clause 4.2 (c), allowing the Service Provider to commence activities under this Agreement.

"Penalty" shall mean the damages payable by either Party to the other of them, as set forth in this Agreement, whether on per diem basis or otherwise, are mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Party entitled to receive the same and shall be as set out in RFP and Schedule 6.

"Manpower" means the staff deployed by the Service Provider set out in Schedule 3B.

"Material Adverse Effect" means a material adverse effect on (a) the ability of the Service Provider to exercise any of its rights or perform/discharge any of its duties/obligations under and in accordance with the provisions of this Agreement and/or (b) the legality, validity, binding nature or enforceability of this Agreement.

"Package" means the area described in Schedule 1A**.**

"Parties" means the parties to this Agreement and "Party" means either of them, as the context may admit or require.

"Performance Security" means the bank guarantee submitted by the Service Provider in accordance with Clause 4.1 for performance of its obligations under this Agreement.

"Person" means any individual, company, corporation, partnership, society, co-operative society, joint venture, trust, unincorporated organization, Government or Government Body or any other legal entity.

"Resources" means the Equipment, Vehicles and Manpower deployed by the Service Provider.

"**Rupees**" or "**Rs.**" refers to the lawful currency of the Republic of India.

"**Special Day**" means any day characterized by high volume generation of MSW.

"Termination" means early termination of this Agreement pursuant to Termination Notice in accordance with the provisions of this Agreement but shall not, unless the context otherwise requires, includes expiry of this Agreement due to efflux of time in the normal course.

"Termination Date" means the date specified in the Termination Notice as the date on which Termination occurs.

"Termination Notice" means the notice of Termination by either Party to the other Party, in accordance with the provisions of this Agreement & RFP.

"Vacant Site" means a vacant parcel of land in the Package area without any buildings or occupants.

"Vehicles" means the vehicles deployed by the Service Provider as set out in Schedule 3A.

1.2 Interpretation

In this Agreement, unless the context otherwise requires,

a. any reference to a statutory provision shall include such provision as is from time to time modified or re-enacted or consolidated so far as such modification or re-enactment or consolidation applies to, or is capable of being applied to any transactions entered into hereunder;

b. references to Applicable Law shall include the laws, acts, ordinances, rules, regulations, notifications, guidelines or bylaws which have the force of law;

c. the words importing singular shall include plural and vice versa, and words denoting natural persons shall include partnerships, firms, companies, corporations, joint ventures, trusts, associations, organizations or other entities (whether or not having a separate legal entity);

d. the headings are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;

e. the words "include" and "including" are to be construed without limitation;

f. any reference to day, month or year shall mean a reference to a calendar day, calendar month or calendar year respectively;

g. the Schedules to this Agreement form an integral part of this Agreement as though they were expressly set out in the body of this Agreement;

h. any reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference;

i. references to recitals, Articles, sub-articles, clauses, or Schedules in this Agreement shall, except where the context otherwise requires, be deemed to be references to recitals, Articles, sub-articles, clauses and Schedules of this Agreement;

j. any agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to this Agreement &RFP from or by any Party shall

be valid and effectual only if it is in writing under the hands of duly authorized representative of such Party in this behalf and not otherwise;

k. any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include both such days or dates.

2. Agreement Period

BSWML hereby entrusts the Service Provider with the task of carrying out the activities set out in Clause 4.2 of this Agreement for a maximum period of 7 (Seven) year only from the COD (the "**Agreement Period**").

Provided that in the event of Termination, the Agreement Period shall mean and be limited to the period commencing from the Agreement Date and ending with the Termination Date.

BSWML may deploy its own infrastructure like auto tippers, compactors / transfer stations and other SWM infrastructure or direct deployment of vehicles based on on-field waste generation study/audit during the Agreement Period at any point of time with prior intimation to the Service Provider as per the terms set out in this Agreement, by virtue of which the scope of tender could also change in between the agreement period.

3. Documents comprising the Agreement

The following documents shall for an integral part of this Agreement.

a) Notice inviting Request for Proposals
b) Request for Proposal document
c) Addenda issued with the RFP document
d) Corrigenda issued with the RFP document
e) Proceedings of the pre-bid meeting
f) Any other documents as felt necessary and appended.

4. Obligations of the Service Provider

4.1 Performance Security

For due and punctual performance of its obligations, the Service Provider shall deliver to BSWML, simultaneously with the execution of this Agreement, a bank guarantee from a scheduled bank acceptable to BSWML ("**Performance Security**"), in the form set forth in Schedule 7, for a sum of Rs [*Insert amount*[2]] (Rupees [*Insert amount in words*]).

The Selected Bidder shall furnish Performance Security by way of an irrevocable Bank Guarantee equal to 5% of the one year Contract Value with Annual Renewal Amount equal to the anticipated annual amount of next year, every year till the end of contract period and bank Guarantee shall be valid for a period of 3 months **beyond the annual renewal period**.

4.2 Obligations of the Service Provider

a. Within 7 (Seven) days of the date of this Agreement, the Service Provider shall submit to BSWML for its approval an **Implementation Plan as per Appendix A** indicating in sufficient details the following;

i. Proposed plan and mechanism for carrying out the Services - Service Provider shall be required to submit a chart setting out the process flow (as per Appendix A) for the activities envisaged

ii. Timelines for carrying out and completion of various activities indicated in the Scope of Services in Schedule 7.

iii. detailed information of the prescribed Equipment, SWM Vehicles to be deployed; along with attested copies of relevant documents as proof of making them available for the Assignment.

iv. Ward map(s) indicating

   a. routes to be taken by the Vehicles - by type and number.
   b. Secondary Collection Points
   c. locations of worker amenities as per statutory requirements.

v. Maintenance schedule for Vehicles, Equipment

vi. Training for Manpower deployed by the Service Provider

vii. Mechanism for Grievance Redressal

viii. Mechanism for addressing any emergency situation

b. Within 7 days from the receipt of comments/suggestions on the Implementation Plan, the Service Provider shall incorporate the same and submit the revised Implementation Plan within 3 days. In case, no comments/suggestions are received from BSWML for a period of 7 days from the date of submission of the Implementation Plan, it shall be considered as deemed approval of the Implementation Plan. Only subsequent to this approval would the Letter of Commencement be issued.

c. The Service Provider shall, deploy within 45 days of executing the Service Agreement at its own cost, Vehicles along with Manpower, provide Tools & Equipment, as stated in Schedule 3A, Schedule 3B, Schedule 3C and other equipment/consumables as may be necessary to implement the Assignment.

d. From the Agreement Date, the Service Provider shall, in accordance with the terms and conditions set forth in this Agreement and Applicable Laws, commence within the Package the activities including but not limited to the following:

A. Task A Activities

a. Primary door to door collection of MSW (wet and sanitary waste) as set out in the RFP document;
b. Clearing of Street sweeping waste as detailed in RFP document:
c. Secondary transportation and disposal of segregated waste as set out in RFP document;
for a period of 84 (Eighty Four) months from the Agreement Date.

B. Task B Activities

a. All Vehicles fitted with GPS tracking device will be fitted with a RFID by BSWML along with trackers app feature in the driver of the vehicle's mobile phone. The Service Provider shall be responsible for proper maintenance and security of the GPS device.
b. Deploy Equipment as per Schedule 3C and operate and maintain the same as per Schedule 6;
c. Provide uniform, safety gear etc. for the vehicle Manpower at its own cost as per Schedule 4;
d. Maintain all records of attendance and other details along with the Manpower.

C. Specific Obligations

The Service Provider shall:

i. Provide documentary proof demonstrating the ownership/leasing/ hiring of Vehicles in the form of registration certificate, insurance and emission test certificate for the number of Vehicles quoted in its Financial Bid.
ii. Carryout scope of services as set out in RFP and in accordance with the approved Implementation Plan;
iii. Comply with the Performance Standards as per Schedule 6;
iv. Furnish to BSWML a list of such tools, Equipment and Vehicles along with attested copies of relevant documents as proof of making them available for the Assignment. For Vehicles, the documentary proof will be copies of registration certificate, insurance and emission test certificate and lease/ hire agreements wherever applicable;
v. Prior to replacing any Vehicle either temporarily or permanently and within 24 hours of replacement of any Vehicle inform in writing the details of the replaced Vehicle which should be similar vehicle and inducted Vehicle, reason for replacement and the duration of

replacement, to the BSWML Representative and seek approval. It is the responsibility of the service Provider to ensure that GPS and RFID are installed in such replaced vehicles under intimation to BSWML;

vi. Ensure that the GPS device & RFID installed by BSWML are operational during the Agreement Period failing which penalty would be leviable. Any replacement of RFID/GPS device will be at the cost of Service Provider.

vii. Take all necessary action to prevent, avoid or mitigate injury, damage or loss to Persons or property and shall report to BSWML any such situation including precautionary/remedial action taken by the Service Provider;

viii. Prevent disturbance or damage or destruction to property of Third Party and in such eventuality, pay compensation for damages assessed by BSWML;

ix. Ensure that MSW collected from the generators under Task A activities are not mixed at any stage of collection, transportation or disposal;

x. Ensure that MSW collected is not burnt, dumped on the roads / areas outside the Package or transported to other locations except Designated Locations;

xi. The transfer of waste from primary collection vehicles (Auto Tippers) to the secondary vehicles (Compactors) shall happen only at the designated secondary locations. All such transfers shall be mechanized through wheel to wheel arrangement so that there is no spillage of waste/ leachate leakage leading to generation of garbage spots and hence No Garbage on Ground (NGOG) principle is adhered to;

xii. Ensure that adequate measures are adopted to meet health and safety standards of its Manpower by providing safety gear, as set out in Schedule 5;

xiii. Ensure that there is no spillage of MSW either during collection (primary and secondary) or transportation to Designated Locations;

xiv. Ensure that any of the activities carried out under Task A with minimum hindrance to traffic movement within the Package area and on the way to the Designated Locations;

xv. Report to BSWML non-compliance of MSW management practices by generators;

xvi. Maintain daily records of the quantum of MSW collected, transported, time schedule of performance of the activities and other such relevant information in the prescribed format as per Appendix C;

xvii. Accompany BSWML officials, as and when called upon, during their field /inspection visits within the Package area and to the Designated Locations;

xviii. Maintain a complaint register (Appendix B) to register the grievances of generators and other stakeholders concerned with the MSW management;

xix. Along with its invoice, submit a Monthly Report (Appendix D) to BSWML setting out the following:

a. Details of vehicles deployed daily
b. Details of vehicle manpower deployed supported by daily biometric attendance
c. List of Equipment, including details of maintenance/ replacement undertaken
d. Details of complaints registered and addressed.

xx. Not assign any of its rights or obligations under this Agreement without the express written consent of BSWML;

xxi. Not engage any sub-contractor to undertake any of the Service Provider's obligations;

xxii. Not to engage in any service beyond the scope of this agreement (like Bulk waste lifting, special streams of waste lifting) unless specifically directed by the BSWML.

xxiii. Bear all costs towards carrying out the Assignment including purchase of tools, Equipment and Vehicles required for the Assignment, salaries to its manpower and any other related expenses; and

xxiv. At all times perform the obligations under this Agreement subject to the direction and reasonable control of BSWML and comply with the recommendations of BSWML Representative during the subsistence of this Agreement.

4.3 General Obligations

The Service Provider shall:

a. Procure all Applicable Permits at its cost and expense and be in compliance thereof at all times during the period of this Agreement;

b. Comply with Applicable Laws at all times during the period of this Agreement and in particular ensure conformity to all the laws relevant to contract labourers/employees, with respect to their work environment, health and safety aspects;

c. Ensure that all aspects of the Assignment shall conform to the laws pertaining to environment, health and safety aspects including Solid Waste Management Rules 2016, Rules policies and guidelines related thereto;

d. Adhere to all requirements relating to employees and labour, as set out in Schedule 6;

e. Throughout the Agreement Period, at its cost and expense, purchase and maintain by due re-instatement or otherwise all necessary insurances required for the Assignment including but not limited to the following aspects:

i. Tools, Equipment and Vehicles provided by the Service Provider;

ii. Third Party Liability Cover;

iii. Employees Sickness and workmen's compensation cover.

f. Effect and maintain such insurance as may be necessary for mitigating the risks that may devolve on BSWML as a consequence of any act or omission by the Service Provider during the Agreement Period.

g. Submit to BSWML:

i. Evidence that all necessary insurances, including those specified above, have been effected;

ii. Copies of the insurance policies; and

iii. Copy of receipts of the premiums paid.

h. Comply with conditions stipulated in each of the insurance policies and make no material alteration to the terms of any insurance without the prior approval of BSWML;

i. Not be limited in its obligations, liabilities or responsibilities or of BSWML and bear any amounts not insured or not recovered from the insurers;

j. The proceeds from all insurance claims shall be applied by the Service Provider towards meeting his obligations under the Agreement and any amount not recovered from the insurer shall be borne by the Service Provider;

k. All insurance policies supplied by the Service Provider shall include a waiver of any right of subrogation of the insurers thereunder against inter alia, BSWML and of any right of the insurers of any setoff or counter claim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such person insured by such policy; and

l. Ensure that the Vehicles utilized for execution of the Assignment are registered with the transport authorities concerned and ensure that taxes are promptly paid.

5. Rights of BSWML

5.1 BSWML's Representative

For the purpose of monitoring the Assignment, BSWML would nominate the designated employee/Officer and concerned divisional AGM / AEE (SWM) as "BSWML's Representative(s)". Any BSWML notifications or written instructions from zonal/ divisional or designated officers as defined by BSWML in writing or orally followed by written instructions shall be valid and binding on the Service Provider to comply with.

5.2 Inspection by BSWML

BSWML/BSWML's Representative shall have the right to inspect the activities carried out by the Service Provider at any time through e-monitoring/any other mechanism, and check adherence to the provisions of this Agreement. The Service Provider shall accompany BSWML Representative(s), as and when called upon, during the visits of the latter to the Package area.

5.3 Monitoring by BSWML

BSWML plans to manage the performance of the contract against targets of coverage and primary collection and secondary transportation of segregated wet waste, sanitary waste and street sweeping waste including visual cleanliness of the geographical area defined.

The data will be managed professionally through a centralized SWM ICC Centre. Therefore, it shall be the responsibility of the Service Provider to ensure validity of the data submitted through strict adherence to the prescribed formats.

Further, monitoring and review will comprise of input from citizen volunteer/ RWA/Shuchi Mitra/ representative notified by BSWML and BSWML reserves the the right to appoint a Third Party Auditor (TPA) as it deems fit from time to time.

6. Obligations of BSWML

BSWML shall:

6.1 Provide access to the Package Area within 3 days from the COD.

6.2 Endeavour to promote segregation of MSW at the generator level by means of awareness campaigns and other suitable ways.

6.3 Provide its comments/suggestions on the Implementation Plan within a period of 7 days from the date of submission of the Implementation Plan.

6.5 Where appropriate, provide necessary assistance to the Service Provider in securing Applicable Permits.

6.6 Scrutinize Monthly Performance Report submitted by the BSWML's Representatives/ e-monitoring/any other mechanism and ensure deductions if any, are made from the payment to the Service Provider.

6.10 Observe and comply with all its obligations set forth in this Agreement.

6.11 Make timely payments to the Service Provider in accordance with the provisions of this Agreement.

6.12 Variations in Agreement

a. In case of change in specified location for secondary disposal the Service Provider shall be paid in accordance with RFP.
b. The Service Provider shall be bound to carry out the variation as per the notice of BSWML. In case any dispute on the terms of the variations, the Service Provider shall be paid as per the workings of BSWML, till such time that the matter is resolved through the Dispute Resolution procedure.
c. BSWML may deploy its own infrastructure like auto tippers, compactors/ transfer station at any point time during the Agreement Period and proportionate amount payable towards compactors or any such SWM vehicles / infrastructure will be reduced from the Contract Value as and when decided by BSWML, under advance intimation to the service provider.
d. The service provider shall deploy the additional auto tippers and compactors along with drivers and helpers as and when decided by BSWML and intimated to the service provider for which additional payment will be made as per approved contract rates.

7. Payment

7.1 Subject to the provisions of this Agreement and in consideration of the Service Provider undertaking to perform and discharge its obligations in accordance with the terms, conditions and covenants set forth in this Agreement, BSWML agrees and undertakes to pay to the Service Provider a fee of Rs. [*Insert amount*][Rupees (*Insert amount in words*)][5] per month (**"Service Fee"**) from COD and the Compensatory Payment as per RFP.

7.2 The Service Provider shall be required to submit its invoice by the 5th (Fifth) day of every month, along with a declaration stating that he has performed all the activities and tasks envisaged under this Agreement. The first bill may be submitted at the end of the calendar month of COD.

7.3 The Service Provider shall, subject to deductions made as per the terms of this Agreement, be eligible for payment as per the formulation set out below:

Payment will be made on a monthly basis subject to the following:

- On the submission of satisfactory services & acceptance certificate by concerned Zonal officers, after verification of the data collected through RFID / GPS or any other remote monitoring system.
- Timely transfer of ESI, EPF, and salary of drivers, and helpers to their accounts.
- Payment Schedule would be as follows:
    - 75% payment on 100% timely deployment of vehicles and Biometric attendance of driver / helper on a daily basis at mustering point / secondary transfer point, as per prescribed time and completion of shifts as prescribed during the entire month.

- Balance 25% payment to be dependent on KPI of RFP
  - 100% daily coverage of households and SCEs (verified through feild Reports / RFID or GPS reports) as per approved Micro plan in the package.
  - Over 80% segregation levels achieved in the package area, with only segregated wet / sanitary waste being collected.
  - Zero garbage spots visible within the ward and No Garbage on Ground (NGoG) status maintained at all times (VISUAL CLEANLINESS) with no burning of garbage in the package area
  - No complaints or evidence of picking up BG waste or other non-wet waste streams
  - Containerized transport of waste without exposing to environment / public with nil spillage and only designated drop off points used for disposal
  - NoC from RWAs / Citizen Feedback / Ward Committee / Third Party Agency where appointed

7.4 In case of any dispute with respect to monthly Service Fee payable, the undisputed amount will be released to the Service Provider and the disputed amount will be verified and if found in order will be paid along with amount payable by BSWML against the bill(s) of the following month.

7.5 Penalty

As per RFP

8. Force Majeure Event

Any of the following events resulting Material Adverse Effect shall constitute Force Majeure Event:

a. earthquake, flood, inundation, landslide;
b. fire caused by reasons not attributable to the Service Provider or any of the employees of the Service Provider;
c. acts of terrorism, war, invasion, rebellion, riots, military action or civil war;
d. Any other event which the Parties mutually decide an unforeseen circumstance making it impossible for the Service Provider to perform under this Agreement.

If the Parties are rendered unable to perform any of their obligations under this Agreement because of a Force Majeure Event, save and except as expressly provided in the Agreement, neither Party hereto shall be liable in any manner whatsoever to the other Party arising

out of occurrence or existence of any Force Majeure Event.

9. Events of Default and Termination

Event of Default means either Service Provider Event of Default or BSWML Event of Default or both as the context may admit or require.

9.1 Service Provider Event of Default

As per RFP

9.2 Termination Payments

a. Upon Termination of this Agreement on account of Service Provider Event of Default, the Service Provider shall not be entitled to any compensation from BSWML and the Performance Security will be forfeited.

b. Upon Termination of this Agreement on account of BSWML Event of Default, BSWML shall

- make all payments due to the Service Provider and promptly return to the Service Provider the Performance Security, and
- In addition, pay an amount equal to Service Fee of 1 (one) month, as on the date of issue of Termination Notice. BSWML Assets shall be handed back to BSWML in accordance with Clause 11.
    - The Service Provider shall be entitled to retain possession of Equipment and Vehicles deployed by the Service Provider.

      However, BSWML shall be entitled to deduct from the termination payment any amount due and recoverable from the Service Provider as on the Termination Date.

9.3 [If the Service Provider dies during the Agreement Period, then BSWML may in its discretion and being satisfied that the legal representatives of the Service Provider is capable of completing the uncompleted part of the Agreement, replace the Service Provider with its legal representative through execution of necessary supplemental agreement[6].]

9.4 Rights of BSWML on Termination

Notwithstanding anything contained in this Agreement, BSWML shall not, as a consequence of Termination or otherwise, have any obligation whatsoever including but not limited to obligations as to compensation for loss of employment, continuance or regularization of employment, absorption or re-employment on any ground, in relation to any person in the employment of or engaged by the Service Provider in connection with the Assignment, and the BSWML shall be free from any such obligation.

9.5 Accrued Rights of Parties

Notwithstanding anything contained in this Agreement, Termination pursuant to any of the provisions of this Agreement shall be without prejudice to accrued rights of either Party. The rights and obligations of either Party under this Agreement, shall survive the Termination but only to the extent such survival is necessary for giving effect to such rights and obligations.

10. Hand back of BSWML Assets

10.1 Ownership

Without prejudice and subject to the Agreement, the ownership of the BSWML Assets, including all improvements made therein by the Service Provider, shall at all time remain that of BSWML.

10.2 Service Providers obligation to hand back BSWML Assets

a. Upon the expiry of the Agreement Period by efflux of time and in the normal course, the Service Provider shall hand back peaceful possession of BSWML Assets free of cost and in good operable condition.

b. At least 3 months before the expiry of the Agreement Period, a joint inspection of BSWML Assets shall be undertaken by BSWML and the Service Provider. BSWML shall, within 30 days of such inspection prepare and furnish to the Service Provider a list of items, if any, with corresponding distinctive descriptions, which are to be compulsorily handed back to BSWML.

11. Dispute Resolution

As per RFP

12. Miscellaneous

12.1 Governing Law and Jurisdiction

This Agreement shall be governed by the laws of India. The Courts at Bengaluru shall have jurisdiction over all matters arising out of or relating to this Agreement.

12.2 Survival

Termination of this Agreement

a. shall not relieve the Service Provider or BSWML of any obligations already incurred hereunder which expressly or by implication survives Termination hereof, and

b. except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

12.3 Amendments

This Agreement and the Schedules together constitute a complete and exclusive understanding of the terms of the Agreement between the Parties on the subject hereof and no amendment or modification hereto shall be valid and effective unless agreed to by all the Parties hereto and evidenced in writing.

12.4 Notices

Unless otherwise stated, notices to be given under this Agreement including but not limited to a notice of waiver of any term, breach of any term of this Agreement and termination of this Agreement, shall be in writing and shall be given by hand delivery, recognized courier, mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses set forth below:

If to BSWML:

The _____
Address_____
Phone No.: (080)
Email Id:

If to the Service Provider: [*Insert name and address*]

Phone No.

Email Id:

Or such address, number as may be duly notified by the respective Parties from time to time, and shall be deemed to have been made or delivered

(i) in the case of any communication made by letter, when delivered by hand, by recognized international courier or by mail (registered, return receipt requested) at that address, and
(ii) in the case of any communication made by telex or facsimile, when transmitted properly addressed to such number.

12.5 Severability

If for any reason whatsoever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties shall negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted

for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under this Agreement or otherwise.

12.6 Language

All notices required to be given under this Agreement and all communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in Kannada and/or English language.

12.7 Exclusion of Implied Warranties etc.

This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties and any representation by any Party not contained in a binding legal agreement executed by the Parties.

12.8 Counterparts

This Agreement may be executed in two counterparts, each of which when executed and delivered shall constitute an original of this Agreement but shall together constitute one and only the Agreement.

IN WITNESS WHEREOF THE, PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED SEALED AND DELIVERED

For and on behalf of BSWML by: For and on behalf of Service Provider by:

(Signature) (Name) (Signature)

(Designation)

In the presence of:

1) 2)

Schedule 1A

Description of the Package

[The details in the table set out below would need to be filled for the Package] Package Name: _____

Package Number: _____

The package area would be as set out in the map as uploaded in RFP

Schedule 1B

Details of the Package: As per RFP

Schedule 1C

BSWML Assets

To be inserted

Schedule 2

Designated Locations

1. Details of the Package

The details of processing and disposal facilities are as set out below: Package Name: ___
Package Number: _____

Item	Designated Location
Wet Waste Processing and Disposal Facility	
Designated Landfill	
Sanitary Waste Disposal	Nearest BSWML maternity hospital/BSWML PHC/DWCC as decided by BSWML within the ward or in nearest ward
Green Waste Disposal	
Secondary Collection Point	1. 2. 3.
Street Sweeping waste	
Dry Waste Disposal Facility	
C&D Waste Disposal Facility	_____

Schedule 3A

Details of Vehicles

1. Vehicle-Waste Stream Mapping for primary collection and transportation

Waste Stream		Vehicle Type
Wet Waste	Primary Collection & Transportation	Auto Tipper *(Sanitary Waste to be collected separately)*
Sanitary Waste		
Street Sweeping Waste		Auto Tipper *(collection of bags)*
Dead Animal Waste		*Commercial vehicle*
Wet Waste *(from Package area to Designation Location for Wet Waste Processing/Disposal Facility)*	Transportation	Compactor of 14 cum or 7.5MT
Dry Waste /Other Waste *(from Package area to Designation Location for Waste Energy Plant/MRF/landfill)*		

* Auto Tipper for regular households and push carts (with bells and four (4) containers) for slum areas where there is access for auto tippers.

2. Minimum Vehicles to be deployed by the Service Provider are set out below:

S. No.	Vehicle Type	Minimum Specifications	No. to be deployed
1.	Auto Tipper of various capacities	**As per RFP** **With a facility to cover to avoid spillage during collection and transportation** Public Address System for ongoing IEC and announcing the arrival of PCV for collection	
2.	Compactor	**As per RFP**	

Note:

1. The Service Provider shall paint as per RFP & as per Engineer Incharge on the body of the Vehicle on both sides in Kannada and English.

Schedule 3B

Man power

Man power to be deployed by Service Provider

Sl. No.	Activity	Type of Manpower	To be Deployed
1.	Primary Collection & Transportation	Drivers	
		Helpers	
2.	Secondary Transportation	Drivers	
		Helpers	

Note:

1. The Service Provider shall adhere to the minimum requirement set out in the table above after taking into account the BSWML assets provided in Schedule 1B.

Schedule 3C

Tools & Equipment

Tools & Equipment to be provided: Activity wise

Sl. No.	Equipment	Minimum Specification & Frequency of Replacement	Helpers	Drivers
1	**Canvas Shoes**	**Sizes:** S/M/L **Replacement:** Replaced every 6 month	✓	✓
2	**Hand Gloves**	**Type:** Polyurethane palm coated **Length:** 30 cms **Sizes:** S/M/L/XL/2XL **Frequency:** Replaced every month	✓	✗
3	**Reusable masks**	**Type:** Dust resistant **Replacement:** Monthly replacement	✓	✓
4	**Uniform**	**Water Resistant:** Yes **Color:** Driver – Blue, Helper – Orange **Employee Code:** Tagged **Frequency:** Replaced every 6 months	✓	✓

Schedule 4

Health and Safety Standards and Safety Gear

1. The Service Provider shall ensure that the tools, Equipment and Vehicles used for performing the activities envisaged under the Assignment are cleaned / washed / disinfected at least once a week.

2. The Service Provider should facilitate regular health checkups of its employees

3. The Service Provider shall provide to persons working on the Assignment appropriate safety gear such as uniform, reflective jackets, raincoats, hand gloves, aprons, protective foot wear, badges and other such things.

Schedule 5

Requirements related to Employees and Labour

1. The Service Provider shall make his own arrangements for the engagement of all staff and labour, local or other, and shall be responsible for their payment of wages and provision of all relevant facilities in accordance with Applicable Laws.
2. The Service Provider shall provide to BSWML the details of contract labour employed by the Service Provider for carrying out its obligations under this Agreement and such other information BSWML may require from time to time.
3. The Service Provider and his sub-contractors shall abide by all existing labour enactments and rules made thereunder, regulations, notifications and bye laws of the State or Central Government and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government. The Service Provider shall keep BSWML indemnified in case any action is taken against BSWML by the competent authority on account of contravention of any of the provisions of any Act or rules made thereunder, regulations or notifications including amendments. If the BSWML is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non- observance of the provisions stipulated in the notifications/ bye laws/ Acts/ Rules/ regulations including amendments, if any, on the part of the Service Provider, the Engineer/ BSWML shall have the right to deduct any money due to the Service Provider including performance security. BSWML shall also have right to recover from the Service Provider any sum required or estimated to be required for making good the loss or damage suffered by BSWML in this regard.
4. Weekly off and extra wages for working on national holidays (5 days) and declared festivals (5 days).
5. Distribution of 1 kg of sweets per employee on Ambedkar Jayanthi.
6. Health camps - once in three months
7. The employees of the Service Provider in no case shall be treated as the employees of the BSWML at any point of time.
8. The Service Provider shall comply to all the labour laws including the following:

a) Contract **Labour (Regulation & Abolition) Act 1970**: The Act provides for certain workers and payment of minimum wages in accordance with the Minimum Wages Act, 1948.**Workmen Compensation Act 1923**: The Act provides for compensation in case of injury by accident arising out of and during the course of employment.

b) **Payment of Gratuity Act 1972**: Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years of service or more or on death at the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.

c) **Minimum Wages Act 1948**: The Service Provider is supposed to pay not less than the minimum wages fixed by the State Government. Government of Karnataka by its Notification

No. KAE 138 LMW 2002 dated 25.5.05 have fixed Rs. 2075.80 per month as minimum wage for private safai karmika, which is to be complied with by the Service Provider.

d) **Payment of Wages Act 1936**: Lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.

e) **Equal Remuneration Act 1979:** The Act provides for payment of equal wages for work of equal nature to male and female workers and for not making discrimination against female employees in the matters of transfers, training and promotions etc.

f) **Child Labour (Prohibition & Regulation) Act 1986:** The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of children in all other occupations and processes.

g) **The Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979:** The Act requires that every contractor has to obtain a license for recruitment of any person in the State for the purpose of employing the workers in another State from the concerned licensing authority of the concerned State.

Schedule 6

Performance Standards and Penalty

The Performance Standards and corresponding penalty for non-conformance is as set out in RFP.

Schedule 7

PERFORMANCE SECURITY (PROFORMA OF BANK GUARANTEE)

THIS DEED OF GUARANTEE executed on this the ____day of _____at _____by _____ *(Name of the Bank)* having its Head/Registered office at _____ Here in after referred to as "the Guarantor" which expression shall unless it be repugnant to the subject or context thereof include successors and assigns;

In favour of

Bengaluru Solid Waste Management Limited (BSWML), represented by the Managing Director and having its office at 2nd Floor, BSWML Building, Thimmaiah Road, Millers Tank Bund Area, Vasanthnagar Bengaluru – 560 052, hereinafter referred to as "BSWML", which expression shall, unless repugnant to the context or meaning thereof include its administrators, successors or assigns.

WHEREAS

A. By the Agreement ("the Agreement") dated ------- entered into between BSWML and [*insert name of Successful Bidder*], a company incorporated under the provisions of the Companies Act, 1956/2013/firm, having its registered office/ permanent address at [*insert address*] [9], ("the Service Provider"), the Service Provider has agreed to carry out collection and transportation of MSW from the generators and street sweeping in Package Name ___ and No. _____ of BSWML (hereinafter referred to as "the Assignment").

B. In terms of the said Agreement, the Service Provider is required to furnish to BSWML, an unconditional and irrevocable bank guarantee for an amount of Rs. [*insert amount] [Rupees (insert amount in words)*] as security for due and punctual performance/discharge of its obligations under the Agreement, relating to the execution of the Assignment.

C. At the request of the Service Provider, the Guarantor has agreed to provide bank guarantee, being these presents guaranteeing the due and punctual performance/discharge by the Service Provider of its obligations relating to the carrying out of Assignment in Package No. _____.

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

1. The Guarantor hereby irrevocably guarantees the due and punctual performance by Service Provider of all its obligations relating to the Assignment as envisaged in the Agreement.

2. The Guarantor shall, without demur, pay to BSWML sums not exceeding in aggregate Rs. [*insert amount] [Rupees (insert amount in words)*], within 15 days of receipt of a written demand therefor from BSWML stating that the Service Provider has failed to meet its obligations under the Agreement. The Guarantor shall not go into the veracity of any breach or failure on the part of the Service Provider or validity of demand so made by BSWML and shall pay the amount specified in the demand notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Service Provider or any other Person. The Guarantor's obligations hereunder shall subsist until all such demands are duly met and discharged in accordance with the provisions hereof.

3. In order to give effect to this Guarantee, BSWML shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Agreement or other documents or by the extension of time for performance granted to the Service Provider or postponement/non exercise/ delayed exercise of any of its rights by BSWML or any indulgence shown by BSWML to the Service Provider and the Guarantor shall not be relieved from its obligations under this Guarantee on account of any such variation, extension, postponement, non exercise, delayed exercise of any of its rights by BSWML or any indulgence shown by BSWML, provided nothing contained herein shall enlarge the Guarantor's obligation hereunder.

4. This Guarantee shall be irrevocable and shall remain in full force and effect until and unless discharged/released earlier by BSWML in accordance with the provisions of the Agreement. The Guarantor's liability in aggregate be limited to a sum of Rs. … (Rupees only).

5. This Guarantee shall not be affected by any change in the constitution or winding up of the Service Provider/the Guarantor or any absorption, merger or amalgamation of the Service Provider/the Guarantor with any other person.

6. The Guarantor has power to issue this guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorised to execute this Guarantee pursuant to the power granted under _____.

IN WITNESS WHEREOF THE GUARANTOR HAS SET ITS HANDS HEREUNTO ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN.

SIGNED AND DELIVERED

by _____Bank by the hand of Shri _

it's _____and authorised official.

Appendix A

Implementation Plan

The Implementation Plan to be furnished, at the time of agreement, by the successful Bidder shall comprise:

1. **Proposed Strategy**

a. Process management diagrams for

1. Collection, segregation and transportation of MSW.
2. Street sweeping waste collection.
3. Removal of waste from open spaces of BSWML owned buildings and other such activities envisaged under the Package.

a. Proposed plan for communicating with the vehicle staff of Successful Operator

b. Mechanism for segregated collection and transportation of MSW

c. Successful operator shall be required to submit a chart setting out the process flow for the activities envisaged.

d. Capacity building and training: Service provider shall impart training for his staffs periodically once in six months under the prior intimation to the BSWML.

2. **Timelines for carrying out and completion of various activities**

Collection and segregation of MSW from various generators.

Street sweeping waste collection.

Transportation of MSW & C&D Waste.

Infrastructure (tools, equipment and vehicles) to be provided for execution of the Package.

Sl. No	**Equipment/ Implement**		**Number**
Activity		**Start Time**	**Completion Time**
Successful operator shall list out every activity to be carried out.			

3. Mechanism for Grievance Redressal

4. Manpower

Sl No	Staffing Aspect	Details
1	Driver and helper for Compactors/Auto tipper/Vehicles*	
2	Any others	

5. Vehicle deployment

Sl. No	Vehicle Type	Numbers			Capacity in terms of volume

* Describing role & activities performed

6. Mechanism for addressing any emergency situation
7. Health education and regular medical checkup.

Signature of Authorized Signatory of Service Provider

Appendix B

Complaint Register Format

Sl. No.	Date	Time	Name of Complainant	Address of Complainant	Contact details of Complainant	Compliant Details	Resolution Date & Time	Resolution Acknowledgement by the Complainant

Signature of Authorized Signatory of Service Provider

Appendix C

Daily Report Format

Package No.		Date											
Sl. No.	No. of Auto Tippers deployed	Registration No. of Auto Tippers	No. of Compactors deployed	Registration No. of Compactors	No. of manpower deployed in Auto Tippers	No. of manpower deployed in Compactors	Quantity of waste disposed at the Designated location					No of complaints received	No of complaints resolved
							Wet Waste	Dry Waste	C&D Waste	Sanitary Waste	Street sweeping waste		

Signature of Authorized Signatory of Service Provider

Appendix D

Monthly Report Format

Ward No.		Month					
Sl. No.	Date	No. of Auto Tippers (Different Categories) deployed	No. of Compactors deployed	No. of manpower deployed in Auto Tippers /Vehicles (Different Categories)	No. of manpower deployed in Compactors	No of complaints received	No of complaints resolved

Signature of Authorized Signatory of Service Provider